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13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA

15 BIRDDOG TECHNOLOGY
16 LIMITED, an Australian
17 company; and BIRDDOG
18 AUSTRALIA PTY LTD, an
19 Australian company,

20 Plaintiffs,

21 v.

22 2082 TECHNOLOGY, LLC DBA
23 BOLIN TECHNOLOGY, a California
24 limited liability company; HOI
25 "KYLE" LO, an individual; and DOES
26 1 through 25, inclusive,

27 Defendants.

Case No. 2:23-cv-09416

COMPLAINT FOR:

**(1) BREACH OF CONTRACT;
(2) BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH AND
FAIR DEALING;
(3) CONVERSION;
(4) VIOLATIONS OF PENAL CODE
§ 496, *ET SEQ.*;
(5) MONEY HAD AND RECEIVED;
(6) INTENTIONAL
INTERFERENCE WITH
PROSPECTIVE ECONOMIC
ADVANTAGE;
(7) VIOLATIONS OF BUSINESS
AND PROFESSIONS CODE § 17200.**

DEMAND FOR JURY TRIAL

1 Plaintiffs BirdDog Technology Limited (“BirdDog Technology”) and
2 BirdDog Australia Pty., Ltd. (“BirdDog Australia”) (collectively, “BirdDog”)
3 complain against Defendants 2082 Technology, LLC dba Bolin Technology
4 (“Bolin”), Mr. Hoi “Kyle” Lo (“Mr. Lo”) and DOES 1-25 (collectively,
5 “Defendants”) as follows:

6 **NATURE OF THE ACTION**

7 1. This case seeks to bring an end to a corporate scheme implicating brazen
8 theft on an international scale.

9 2. Based in Australia, BirdDog is an internationally-renowned vendor of
10 streaming video technology. BirdDog is known by clients the world over for its
11 ability to develop and manufacture high quality hardware and software solutions that
12 increase the quality, speed and flexibility of video that can be delivered over existing
13 network infrastructure. Customers whose businesses and organizations depend on
14 the immediate and reliable distribution of high-quality video content have come to
15 know and trust BirdDog for its expertise in that regard, specifically relying on
16 BirdDog for its ability to timely deliver precision equipment - altogether amounting
17 to economic relationships annually worth many millions of dollars.

18 3. Enter Bolin. Bolin is a Southern California-based manufacturer and
19 distributor of video cameras. Some years ago, Bolin and Mr. Lo realized that Bolin
20 needed to expand its operations in order to make more money and compete in the
21 marketplace, and quickly so. It was around the same time that Bolin, Mr. Lo and
22 DOES 1-25 became aware of BirdDog’s runaway success in the video distribution
23 marketplace and sought then to grab a piece for themselves.

24 4. And it was thus that, working initially and primarily through Mr. Lo,
25 Bolin first approached BirdDog executives at industry trade shows and elsewhere,
26 developing detailed knowledge of BirdDog’s operations and making numerous oral
27 and written representations pitching Bolin’s capability to fulfill BirdDog’s camera
28 manufacturing needs. Bolin and Mr. Lo specifically told BirdDog that Bolin was an

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1 OEM specialist that had the present intent and capability to manufacture cameras for
2 BirdDog pursuant to BirdDog's precise specifications. Relying on the truth of those
3 representations, BirdDog agreed to engage Bolin and started an economic
4 relationship that would eventually result in Bolin becoming BirdDog's primary
5 supplier of camera technology.

6 5. But it became clear in 2023 that the reality was and is that Bolin and Mr.
7 Lo never had the present intent or the capability to manufacture cameras for BirdDog
8 pursuant to those specifications. Nor was Bolin content with becoming BirdDog's
9 primary supplier of camera technology. Instead, or so it has ultimately become clear,
10 Bolin wanted to *become* BirdDog, convince BirdDog to entrust it with its funds and
11 then hold those funds to apply pressure on BirdDog while simultaneously stealing
12 BirdDog's clients and economic relationships for itself.

13 6. Seeking to overcome any obstacles to the success of this scheme, Bolin
14 and Mr. Lo first objected to BirdDog's decision to become a public company. Then,
15 Bolin and Mr. Lo unsuccessfully tried to convince BirdDog to agree to being acquired
16 by Bolin. Ultimately, Bolin resorted to brazen and outright theft: in 2023, as Bolin
17 and Mr. Lo feigned insult at imagined slights, Bolin and Mr. Lo reacted to their
18 inability to seize control of BirdDog by placing a "hard sharp stop" on production of
19 *all* BirdDog products while unlawfully holding and refusing to return more than **\$3**
20 *million* in BirdDog funds paid in order to secure production pursuant to the parties'
21 agreements and Bolin's obligations. Their apparent and unlawful hope was that
22 Bolin's and Mr. Lo's brazen theft of BirdDog funds and refusal to deliver BirdDog
23 cameras would cause BirdDog's global customer base to have second thoughts about
24 following through on their contracts and thus cause them to cease doing business
25 with BirdDog and – hopefully, in their minds – agree to do business with Bolin and
26 Mr. Lo.

27 7. None of what Bolin or Mr. Lo has done is proper or lawful. Because
28 Bolin's, Mr. Lo's and DOES 1-25's theft of BirdDog funds continues unabated, this

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1 action has been necessitated to restore BirdDog's rights and obtain the repayment of
2 its money.

3 **PARTIES**

4 8. BirdDog Technology is a corporate, publicly listed entity organized and
5 existing under the laws of Australia with its principal place of business in Australia.

6 9. BirdDog Australia is a corporate entity organized and existing under the
7 laws of Australia with its principal place of business in Australia. BirdDog
8 Technology is the parent of BirdDog Australia.

9 10. Bolin Technology is a California limited liability company with its
10 principal place of business in Brea, California. BirdDog is informed and believes,
11 and thereupon alleges, that at all relevant times, Bolin Technology's members were
12 and remain citizens of California and include Mr. Lo.

13 11. Mr. Lo is an individual who at all relevant times resided in the County
14 of Los Angeles, California. Mr. Lo is the Chief Executive Officer of Bolin
15 Technology.

16 12. The true names and capacities, whether individual, corporate, associate,
17 or otherwise, of the defendants named herein as DOES 1-25, inclusive, are unknown
18 to BirdDog, who therefore sues those defendants by such fictitious names. BirdDog
19 is informed and believes, and thereupon alleges, that each of the defendants sued
20 herein as DOES 1-25, inclusive are and were the directors, officers, agents,
21 employees, parents or subsidiaries of Bolin and Mr. Lo, are legally responsible for
22 the events and occurrences herein referred to and proximately caused injuries and
23 damages to BirdDog as herein alleged. BirdDog will seek to amend its complaint to
24 allege the true names and capacities of such defendants when ascertained.

25 13. At all relevant times, each of the Defendants was acting as an agent,
26 servant, employee or representative of all other Defendants, and, in so doing the
27 things alleged in this Complaint, was acting within the course and scope of their
28 agency, service, employment, or joint venture.

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JURISDICTION AND VENUE

14. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(2), because there is complete diversity between BirdDog and Defendants and because the amount in controversy between BirdDog and Defendants exceeds the sum of \$75,000.

15. Venue is proper in the Central District of California under 28 U.S.C. § 1391(a) in that one or more defendants reside in this judicial district. Venue is also proper under 28 U.S.C. §1400(a) in that this is the judicial district in which a substantial part of the acts and omissions giving rise to these claims occurred.

GENERAL ALLEGATIONS

A. BirdDog's Business and Valuable Customer Relationships

16. In today's live-streamed world, what was once the province of broadcast television has now become a broadly available, increasingly democratized commodity. Advances in internet capacity, combined with recent events like the COVID-19 pandemic, have resulted in a veritable explosion of global demand for precision streaming video technology, including pan, tilt and zoom ("PTZ") robotic video cameras that allow an operator to control the camera remotely.

17. On a worldwide basis, numerous organizations ranging from churches, to political parties, to educational institutions, to sports, to governments and corporations have all come to depend on the availability of streaming video technology in order to support their business and other activities.

18. BirdDog – a leading Australian technology company – has been well-placed to capitalize on those market forces. For years, BirdDog has invested time and resources in developing its reputation as a market-leading provider of HD and 4K hardware and software solutions that increase the quality, speed and flexibility of video that can be delivered over existing network infrastructure. Through its camera portfolio, BirdDog has established itself as one of the primary global leaders in PTZ technology, with customer relationships with global businesses from the broadcast

1 industry, to major league sports, to leaders in social media and government bodies
2 amounting to millions of dollars in revenue every year. Representative examples of
3 BirdDog's industry-leading PTZ cameras are below.



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9 19. Safeguarding the integrity of its products and protecting its intellectual
10 property and customer relationships in the global marketplace require BirdDog to
11 enforce its suppliers' compliance with precise manufacturing requirements, the
12 timeliness, quality and integrity of which are critical to maintaining BirdDog's ability
13 to conduct its business.

14 **B. Bolin Gains BirdDog's Trust and Becomes BirdDog's Primary**
15 **Camera Supplier**

16 20. With roots stretching as far back as 2002, Bolin is a California-based
17 manufacturer and distributor of video cameras. Bolin, too, saw advantages in the
18 growing market for PTZ and other video streaming technology. But in part because
19 it lacked its own reputation for delivering high-quality product in the marketplace,
20 Bolin devoted much of its business to manufacturing cameras for others. It was in
21 this context that it initially approached BirdDog to gain BirdDog's trust, secure
22 favored status as BirdDog's primary supplier of camera equipment and thus obtain a
23 share of BirdDog's commercial success.

24 21. In or about 2018, Mr. Lo - working on behalf of Bolin - approached
25 BirdDog executives at a trade show in Las Vegas. In this and immediately
26 subsequent conversations, BirdDog discussed with and informed Mr. Lo and Bolin
27 about its business, including its developing and evolving camera manufacturing
28

1 needs, its customers and the importance of compliance with precise manufacturing
2 and delivery requirements to its business.

3 22. In response, Mr. Lo and Bolin underlined, in sum and effect, that Bolin
4 was an OEM supplier that had “over 15 years of experience” delivering “the latest in
5 high definition imaging, precision engineered controls and performance design” to
6 “all levels of relationships from OEM/ODM, distribution, reseller, government and
7 commercial accounts,” and that Mr. Lo and Bolin had the present intent and the
8 capability to fulfill BirdDog’s precise manufacturing needs. BirdDog trusted Mr.
9 Lo’s and Bolin’s representations and, as a result, entered into an agreement with
10 Bolin that would eventually make Bolin BirdDog’s principal camera manufacturer.

11 23. Initially, Bolin met BirdDog’s manufacturing requirements. But
12 beginning in or about 2023, Mr. Lo, Bolin and DOES 1-25 began to work together
13 to parlay BirdDog’s trust and confidence into a wrongful scheme to *become* BirdDog
14 - inducing BirdDog to enter into a related series of six transactions that Bolin had no
15 intention of performing as agreed. To date, BirdDog has paid millions of dollars to
16 Bolin and Mr. Lo with respect to each of these six related transactions, with Bolin
17 and Mr. Lo refusing to produce and yet holding on to those funds in an effort to obtain
18 control of BirdDog and take over its customer relationships - causing BirdDog to lose
19 even more in missed sales and lost profits.

20 24. ***The June 2021 Agreement.*** In or about June 2021, Mr. Lo and Bolin
21 represented to BirdDog that Bolin had the present intent and current manufacturing
22 capability to produce and timely deliver 400 units of BirdDog’s White P400 cameras.
23 BirdDog and Bolin finalized this agreement on June 30, 2021 (the “June 2021
24 Agreement”). As required by the agreement, and in reliance on Bolin’s and Mr. Lo’s
25 representations, BirdDog paid Bolin 30% of the total contract price to secure Bolin’s
26 timely production and delivery of these cameras.

27 25. ***The September 2021 Agreement.*** In or about September 2021, Mr. Lo
28 and Bolin represented to BirdDog that Bolin had the present intent and current

1 manufacturing capability to produce and timely deliver 250 units of BirdDog's A200
 2 second generation cameras; 120 units of BirdDog's A300 second generation
 3 cameras; 1,440 units of BirdDog's Black P120 cameras; 260 units of BirdDog's
 4 White P120 cameras; 720 units of BirdDog's Black P110 cameras; 270 units of
 5 BirdDog's White P110 cameras; 1,320 units of BirdDog's Black P400 cameras; 780
 6 units of BirdDog's Black P4K cameras; 236 units of BirdDog's White P4K cameras;
 7 1,400 units of BirdDog's PF120 cameras; and 2,360 units of BirdDog's PTZKEY
 8 cameras. BirdDog and Bolin finalized this agreement on September 23, 2021 (the
 9 "September 2021 Agreement"). As required by this agreement, and in reliance on
 10 Bolin's and Mr. Lo's representations, BirdDog paid Bolin 30% of the total contract
 11 price to secure Bolin's timely production and delivery of these cameras.

12 26. ***The August 2022 Agreement.*** In or about August 2022, Mr. Lo and
 13 Bolin represented to BirdDog that Bolin had the present intent and current
 14 manufacturing capability to produce and timely deliver 3,000 units of BirdDog's
 15 Black P240 cameras; and 1,000 units of BirdDog's White P240 cameras. BirdDog
 16 and Bolin finalized this agreement on August 5, 2022 (the "August 2022
 17 Agreement"). As required by the agreement, and in reliance on Bolin's and Mr. Lo's
 18 representations, BirdDog paid Bolin 30% of the total contract price to secure Bolin's
 19 timely production and delivery of these cameras.

20 27. ***The October 2022 Agreement.*** In or about October 2022, Mr. Lo and
 21 Bolin represented to BirdDog that Bolin had the present intent and current
 22 manufacturing capability to produce and timely deliver 200 units of BirdDog's White
 23 P120 cameras. BirdDog and Bolin finalized this agreement on October 21, 2022 (the
 24 "October 2022 Agreement"). As required by the agreement, and in reliance on
 25 Bolin's and Mr. Lo's representations, BirdDog paid Bolin 30% of the total contract
 26 price to secure Bolin's timely production and delivery of these cameras.

27 28. ***The March 2023 Agreement.*** In or about March 2023, Mr. Lo and
 28 Bolin represented to BirdDog that Bolin had the present intent and current

1 manufacturing capability to produce and timely deliver 750 units of BirdDog's Ocean
 2 White U120 cameras; 250 units of BirdDog's White U120 cameras; and 1,000 units
 3 of BirdDog's Black X120 cameras. BirdDog and Bolin finalized this agreement on
 4 March 31, 2023 (the "March 2023 Agreement"). As required by the agreement, and
 5 in reliance on Bolin's and Mr. Lo's representations, BirdDog paid Bolin 50% of the
 6 total contract price to secure Bolin's timely production and delivery of these cameras.

7 29. ***The May 2023 Agreement.*** In or about May 2023, Mr. Lo and Bolin
 8 represented to BirdDog that Bolin had the present intent and current manufacturing
 9 capability to produce and timely deliver 1,000 units of BirdDog's Black X120
 10 cameras. BirdDog and Bolin finalized this agreement on May 17, 2023 (the "May
 11 2023 Agreement"). As required by the agreement, and in reliance on Bolin's and
 12 Mr. Lo's representations, BirdDog paid Bolin 30% of the total contract price to
 13 secure Bolin's timely production and delivery of these cameras.

14 C. **Frustrated By Their Inability to Obtain Control of BirdDog, Mr.**
 15 **Lo Causes Bolin to Pressure BirdDog By Converting BirdDog**
 16 **Funds and Repudiating Bolin's Obligations**

17 30. Despite Bolin's repeated representations, Bolin failed to timely perform
 18 its obligations under these six transactions. Worse, by the summer of 2023, it would
 19 become clear that Mr. Lo and Bolin's true and undisclosed intent was to seize control
 20 of BirdDog and that, in the process, they never had any intent of complying with their
 21 obligations under these related transactions - all of which they would ultimately
 22 repudiate.

23 31. In or about October 2021, BirdDog advised Bolin of its forthcoming
 24 listing as a publicly traded company on the Australian Stock Exchange. In BirdDog's
 25 eyes, this was a standard notification to provide to its principal camera supplier:
 26 BirdDog had anticipated that Mr. Lo and Bolin would be pleased with the success of
 27 one of their principal customers. Surprisingly (to BirdDog), this was not the case.
 28 Mr. Lo and Bolin were displeased by this development. Bolin and Mr. Lo objected
 when BirdDog's public offering was finalized in December 2021, argued (without

1 any basis) that they should have been provided notice more than six months before,
2 and expressed their preference that BirdDog “co-list” with Bolin.

3 32. Consistent with its obligations, BirdDog declined Bolin’s 2021
4 entreaties, though still had no reason to think that Bolin had any intent of doing
5 anything untoward with these transactions or their deposits.

6 33. By the summer of 2023, that all changed: it became increasingly and
7 disturbingly clear that Bolin had decided to employ more aggressive measures to
8 obtain total control of BirdDog.

9 34. Specifically, on July 4, 2023, Mr. Lo demanded an immediate meeting
10 in Australia with BirdDog executives. That meeting took place in Melbourne,
11 Australia on July 12, 2023. During that meeting, Mr. Lo and Bolin and others
12 communicated to BirdDog - falsely - that BirdDog was “failing,” “in trouble” and in
13 “financial distress.” Mr. Lo’s and Bolin’s “solution” to these problems was a *hostile*
14 *Bolin takeover* - or, put differently, for *Bolin to become BirdDog*. To formalize this
15 improper demand, Mr. Lo presented “options” to BirdDog that included (1) a merger;
16 (2) a full takeover by Bolin of BirdDog’s camera business; (3) stopping manufacture
17 of BirdDog’s cameras; or (4) vague threats of competition while manufacturing
18 BirdDog’s cameras.

19 35. BirdDog and its executives were stunned: not only did Bolin and its
20 executives have no apparent plan for any of the “options” they presented, but at the
21 moment of the July 12, 2023 meeting, Bolin had not delivered **9,670** of the cameras
22 that BirdDog had ordered and for which its customers were waiting and was holding
23 **\$3,060,883.10** of BirdDog funds. Still, BirdDog refused Bolin’s demands.

24 36. The nature and direction of Mr. Lo’s and Bolin’s scheme to use
25 BirdDog’s funds and repudiation of Bolin’s obligations to squeeze BirdDog into
26 submitting to Bolin’s demands would unfortunately become clearer. On July 15,
27 2023, Mr. Lo again met with BirdDog executives in Melbourne. He reiterated
28 Bolin’s “options” for BirdDog - now, additionally, demanding that he would be CEO

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1 of BirdDog - communicated his dim view of BirdDog's executives (including that he
2 did not like, value or respect BirdDog's chairman) and refused to consider any
3 alternatives, including that BirdDog absorb Bolin. That same day, Mr. Lo advised
4 BirdDog's chief executive via WeChat that he had 24 hours to agree to Bolin's
5 demands. When BirdDog did not immediately accede, Mr. Lo advised that "all
6 options" were "off the table."

7 37. In September 2023, BirdDog tried one more time to ensure Bolin's
8 compliance with its obligations - asking again for delivery of the products that it had
9 ordered in accordance with the terms of the six transactions or for a refund of the
10 outstanding prepayments. Bolin refused, with Mr. Lo admitting that Bolin was
11 repudiating its obligations under these transactions and that - apparently until
12 BirdDog acceded to Bolin's demands and permitted him to take over the company -
13 there would be a "hard sharp stop" on all BirdDog production.

14 38. Mr. Lo's "hard sharp stop" has not been reversed. To the contrary: Bolin
15 has repudiated its obligations under the parties' arrangement by confirming now that
16 it will not produce or deliver a *single* additional camera for BirdDog according to the
17 terms of the parties' existing arrangements, and that it will *also* refuse to return *any*
18 of BirdDog's money.

19 39. Bolin's scheme, which is interfering significantly with BirdDog's
20 relationships with its customers, is thus coming to a head: BirdDog has been unable
21 to fulfill orders and ship products because of Bolin's actions - which, BirdDog is
22 informed and believes, has caused some of its customers to purchase the products of
23 its competitors. Bolin's and Mr. Lo's improper and unlawful actions have not only
24 cost lost revenue and profit but have forced BirdDog to scramble to seek performance
25 elsewhere and incur additional costs in doing so.

26 **FIRST CLAIM FOR RELIEF**

27 **BREACH OF CONTRACT**

28 **(Against Defendant Bolin)**

1 40. BirdDog incorporates and realleges the above paragraphs of this
2 Complaint as if fully set forth herein.

3 41. The June 2021 Agreement is an enforceable oral and written contract
4 between BirdDog, on the one hand, and Bolin, on the other hand, whereby Bolin
5 agreed to promptly produce and timely deliver 400 units of BirdDog's White P400
6 cameras in exchange for BirdDog's prepayment of thirty percent (30%) of the total
7 contract price to be utilized for purposes exclusively related to the timely production
8 and delivery under the agreement.

9 42. The September 2021 Agreement is an enforceable oral and written
10 contract between BirdDog, on the one hand, and Bolin, on the other hand, whereby
11 Bolin agreed to promptly produce and timely deliver 250 units of BirdDog's A200
12 second generation cameras; 120 units of BirdDog's A300 second generation
13 cameras; 1,440 units of BirdDog's Black P120 cameras; 260 units of BirdDog's
14 White P120 cameras; 720 units of BirdDog's Black P110 cameras; 270 units of
15 BirdDog's White P110 cameras; 1,320 units of BirdDog's Black P400 cameras; 780
16 units of BirdDog's Black P4K cameras; 236 units of BirdDog's White P4K cameras;
17 1,400 units of BirdDog's PF120 cameras; and 2,360 units of BirdDog's PTZKEY
18 cameras in exchange for BirdDog's prepayment of thirty percent (30%) of the total
19 contract price to be utilized for purposes exclusively related to the timely production
20 and delivery under the agreement.

21 43. The August 2022 Agreement is an enforceable oral and written contract
22 between BirdDog, on the one hand, and Bolin, on the other hand, whereby Bolin
23 agreed to promptly produce and timely deliver 3,000 units of BirdDog's Black P240
24 cameras; and 1,000 units of BirdDog's White P240 cameras in exchange for
25 BirdDog's prepayment of thirty percent (30%) of the total contract price to be utilized
26 for purposes exclusively related to the timely production and delivery under the
27 agreement.

1 44. The October 2022 Agreement is an enforceable oral and written contract
2 between BirdDog, on the one hand, and Bolin, on the other hand, whereby Bolin
3 agreed to promptly produce and timely deliver 200 units of BirdDog's White P120
4 cameras in exchange for BirdDog's prepayment of thirty percent (30%) of the total
5 contract price to be utilized for purposes exclusively related to the timely production
6 and delivery under the agreement.

7 45. The March 2023 Agreement is an enforceable oral and written contract
8 between BirdDog, on the one hand, and Bolin, on the other hand, whereby Bolin
9 agreed to promptly produce and timely deliver 750 units of BirdDog's Ocean White
10 U120 cameras; 250 units of BirdDog's White U120 cameras; and 1,000 units of
11 BirdDog's Black X120 cameras in exchange for BirdDog's prepayment of fifty
12 percent (50%) of the total contract price to be utilized for purposes exclusively related
13 to the timely production and delivery under the agreement.

14 46. The May 2023 Agreement is an enforceable oral and written contract
15 between BirdDog, on the one hand, and Bolin, on the other hand, whereby Bolin
16 agreed to promptly produce and timely deliver 1,000 units of BirdDog's Black X120
17 cameras in exchange for BirdDog's prepayment of thirty percent (30%) of the total
18 contract price to be utilized for purposes exclusively related to the timely production
19 and delivery under the agreement.

20 47. BirdDog has fully performed all conditions, covenants and promises
21 required to be performed on its part in accordance with the June 2021 Agreement,
22 the September 2021 Agreement, the August 2022 Agreement, the October 2022
23 Agreement, the March 2023 Agreement and the May 2023 Agreement, including
24 through the payment of all required prepayments and otherwise, except to the extent
25 that its performance was waived, excused or prevented by Bolin.

26 48. Bolin materially breached the June 2021 Agreement by, *inter alia*,
27 failing to timely produce and deliver 48 units, failing to meet promised delivery dates,
28

1 causing unnecessary and unreasonable delay in producing and delivering units, and
2 failing to provide units of acceptable and/or merchantable quality.

3 49. Bolin materially breached the September 2021 Agreement by, *inter alia*,
4 failing to timely produce and deliver 37 A200 second generation cameras; 120 A300
5 second generation cameras; 318 Black P120 cameras; 203 Black P110 cameras; 127
6 White P110 cameras; 580 Black P400 cameras; 723 Black P4K cameras; 206 White
7 P4K cameras; 1,090 PF120 cameras; and 1,504 PTZKEY cameras, failing to meet
8 promised delivery dates, causing unnecessary and unreasonable delay in producing
9 and delivering units, and failing to provide units of acceptable and/or merchantable
10 quality.

11 50. Bolin materially breached the August 2022 Agreement by, *inter alia*,
12 failing to timely produce and deliver 1,234 Black P240 cameras and 469 White P240
13 cameras, failing to meet promised delivery dates, causing unnecessary and
14 unreasonable delay in producing and delivering units, and failing to provide units of
15 acceptable and/or merchantable quality.

16 51. Bolin materially breached the October 2022 Agreement by, *inter alia*,
17 failing to timely produce and deliver 27 White P120 cameras, failing to meet
18 promised delivery dates, causing unnecessary and unreasonable delay in producing
19 and delivering units, and failing to provide units of acceptable and/or merchantable
20 quality.

21 52. Bolin materially breached the March 2023 Agreement by, *inter alia*,
22 failing to timely produce and deliver 745 Ocean White U120 cameras, 250 White
23 U120 cameras, and 989 X120 cameras, failing to meet promised delivery dates,
24 causing unnecessary and unreasonable delay in producing and delivering units, and
25 failing to provide units of acceptable and/or merchantable quality.

26 53. Bolin materially breached the May 2023 Agreement by, *inter alia*,
27 failing to timely produce and deliver 1,000 X120 cameras, failing to meet promised
28 delivery dates, causing unnecessary and unreasonable delay in producing and

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1 delivering units, and failing to provide units of acceptable and/or merchantable
2 quality.

3 54. Bolin has repudiated its remaining obligations under the June 2021
4 Agreement, the September 2021 Agreement, the August 2022 Agreement, the
5 October 2022 Agreement, the March 2023 Agreement and the May 2023 Agreement,
6 and has refused to return to BirdDog any of the remaining \$3,060,883.10 it is now
7 unlawfully withholding.

8 55. As an actual and proximate result of the foregoing breaches of contract,
9 BirdDog has suffered, and will continue to suffer, damages, including direct,
10 consequential, and incidental losses and lost profits, in an amount to be proved at trial
11 in excess of \$3,060,883.10.

12 **SECOND CLAIM FOR RELIEF**

13 **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR**

14 **DEALING**

15 **(Against Defendant Bolin)**

16 56. BirdDog incorporates and realleges the above paragraphs of this
17 Complaint as if fully set forth herein.

18 57. The June 2021 Agreement, the September 2021 Agreement, the August
19 2022 Agreement, the October 2022 Agreement, the March 2023 Agreement and the
20 May 2023 Agreement each contain an implied covenant of good faith and fair dealing
21 which provides that the parties would deal with each other in good faith and would
22 not engage in conduct or exercise discretion in a way that would deprive the other
23 party of the benefits of each of the agreements.

24 58. Bolin breached the implied covenants of good faith and fair dealing by,
25 *inter alia*, withholding performance and holding BirdDog's funds in order to force
26 acquiescence to Bolin obtaining control of BirdDog, by knowingly and intentionally
27 frustrating and unlawfully interfering with BirdDog's right to receive benefits under
28 these agreements, repudiating their obligations under these agreements, refusing to

1 return to BirdDog any of the consideration paid, using the consideration paid for
2 purposes other than those associated with production and delivery under the
3 agreements, asserting unreasonable demands inconsistent with the terms of the
4 agreements to BirdDog's detriment, and by knowingly, intentionally and in bad faith
5 inducing BirdDog to agree to pay millions of dollars to Bolin when Bolin never
6 intended to provide what BirdDog was entitled to receive in exchange.

7 59. As an actual and proximate result of the foregoing breaches of contract,
8 BirdDog has suffered, and will continue to suffer, damages, including direct,
9 consequential, and incidental losses and lost profits, in an amount to be proved at trial
10 in excess of \$3,060,883.10.

11 **THIRD CLAIM FOR RELIEF**

12 **CONVERSION**

13 **(Against All Defendants)**

14 60. BirdDog incorporates and realleges the above paragraphs of this
15 Complaint as if fully set forth herein.

16 61. By the conduct alleged herein, Bolin, Mr. Lo and DOES 1-25
17 wrongfully misappropriated and unlawfully diverted a specific sum of BirdDog's
18 funds capable of identification in the amount of \$3,060,883.10 for their own personal
19 use and in breach of their obligations to BirdDog. BirdDog did not consent to
20 Bolin's, Mr. Lo's and DOES 1-25's improper misappropriation, diversion, use or
21 retention of its funds.

22 62. As an actual and proximate result of Bolin's, Mr. Lo's and DOES 1-25's
23 conversion, BirdDog has suffered damages in the amount of \$3,060,883.10, together
24 with interest thereon.

25 63. The aforementioned conduct was despicable, wanton, oppressive, and
26 malicious, and was performed with willful and conscious disregard of BirdDog's
27 rights and with the intent to deprive BirdDog of those rights. Accordingly, BirdDog
28

1 is entitled to an award of punitive and exemplary damages in an amount to be proved
2 at trial.

3 **FOURTH CLAIM FOR RELIEF**
4 **VIOLATIONS OF CAL. PENAL CODE § 496, *ET SEQ***
5 **(Against All Defendants)**

6 64. BirdDog incorporates and realleges the above paragraphs of this
7 Complaint as if fully set forth herein.

8 65. California Penal Code Section 496(a) provides, “Every person...who
9 conceals, sells, withholds, or aids in concealing, selling, or withholding any property
10 from the owner, knowing that the property to be stolen or obtained, shall be punished
11 by imprisonment...” CAL. PENAL CODE § 496. It also provides that “[a] principal in
12 the actual theft of the property may be convicted pursuant to this section.” *Id.*

13 66. California Penal Code Section 496(c) provides that “[a]ny person who
14 has been injured by a violation of subdivision (a)...may bring an action for three
15 times the amount of actual damages, if any, sustained by the plaintiff, costs of suit,
16 and reasonable attorney’s fees.” *Id.*

17 67. Bolin, Mr. Lo and DOES 1-25 knowingly and intentionally received,
18 concealed or withheld stolen property from BirdDog or aided in receiving,
19 concealing or withholding stolen property, and otherwise unlawfully maintained
20 ownership and dominion over BirdDog’s property by theft, including by stealing and
21 continuing to withhold \$3,060,883.10 in BirdDog funds.

22 68. As a proximate result of the foregoing, BirdDog has been damaged in
23 an amount to be proved at trial that is not less than \$3,060,883.10 and BirdDog is
24 entitled to recover three times that amount, plus its reasonable attorney’s fees.

25 **FIFTH CLAIM FOR RELIEF**
26 **MONEY HAD AND RECEIVED**
27 **(Against All Defendants)**
28

69. BirdDog incorporates and realleges the above paragraphs of this Complaint as if fully set forth herein.

70. As set forth herein, BirdDog paid specific and identifiable sums to Bolin, Mr. Lo and DOES 1-25 under the mistaken belief that Bolin, Mr. Lo and DOES 1-25 had the present intent and current capability to comply or cause compliance with the June 2021 Agreement, the September 2021 Agreement, the August 2022 Agreement, the October 2022 Agreement, the March 2023 Agreement and the May 2023 Agreement. There have been material breaches and failures of consideration under the June 2021 Agreement, the September 2021 Agreement, the August 2022 Agreement, the October 2022 Agreement, the March 2023 Agreement and the May 2023 Agreement, but Bolin, Mr. Lo and DOES 1-25 have refused to return any of these sums to BirdDog. As a result, Bolin, Mr. Lo and DOES 1-25 have become indebted to BirdDog for the amounts improperly withheld, together with interest thereon.

71. There being no justification and it being inequitable to allow Bolin, Mr. Lo and DOES 1-25 to retain and be enriched by these sums, restitution should be made and the sums paid by BirdDog should be immediately disgorged by Bolin, Mr. Lo and DOES 1-25 and paid to BirdDog.

72. As an actual and proximate result of Bolin's, Mr. Lo's and DOES 1-25's conduct, BirdDog has suffered damages in the amount of \$3,060,883.10, together with interest thereon.

SIXTH CLAIM FOR RELIEF

INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC

ADVANTAGE

(Against All Defendants)

73. BirdDog incorporates and realleges the above paragraphs of this Complaint as if fully set forth herein.

1 74. BirdDog's economic relationships with its customers provide for
2 significant prospective economic benefits for BirdDog amounting to millions of
3 dollars annually.

4 75. Bolin, Mr. Lo and DOES 1-25 knew of BirdDog's economic
5 relationships with its customers and that those economic relationships provide for
6 significant prospective economic benefits for BirdDog amounting to millions of
7 dollars annually.

8 76. Bolin, Mr. Lo and DOES 1-25 committed intentional and independently
9 wrongful acts that were designed, and which they knew, were substantially likely to
10 result in a disruption of BirdDog's business and to interfere with BirdDog's
11 economic relationships with its customers. These actions included, *inter alia*,
12 Bolin's, Mr. Lo's and DOES 1-25's intentional withholding and interference with
13 performance under the June 2021 Agreement, the September 2021 Agreement, the
14 August 2022 Agreement, the October 2022 Agreement, the March 2023 Agreement
15 and the May 2023 Agreement, misrepresentations regarding their ability and
16 intention to provide performance under those agreements and camera supply to
17 BirdDog, using nonperformance under those agreements and receipt and withholding
18 of stolen funds in violation of law.

19 77. But for the conduct of Bolin, Mr. Lo and DOES 1-25, BirdDog's
20 economic relationships with its customers would have resulted in additional
21 economic benefits to BirdDog.

22 78. The aforementioned conduct was despicable, wanton, oppressive and
23 malicious and was performed with willful and conscious disregard of BirdDog's
24 rights and with the intent to deprive BirdDog of those rights. Accordingly, BirdDog
25 is entitled to an award of punitive and exemplary damages in an amount to be proved
26 at trial.

27 **SEVENTH CLAIM FOR RELIEF**

28 **VIOLATIONS OF BUS. & PROF. CODE § 17200, ET SEQ**

914304108.3

(Against All Defendants)

79. BirdDog incorporates and realleges the above paragraphs of this Complaint as if fully set forth herein.

80. The acts of Bolin, Mr. Lo and DOES 1-25 as herein alleged constitute unlawful, unfair and deceptive business practices in violation of California Business & Professions Code § 17200, *et seq.*, including without limitation because they violate federal and state statutes prohibiting deceptive and fraudulent activity, because they violate Cal. Penal Code § 496, and because they involve the use of misrepresentations in order to induce BirdDog to pay money to which Bolin, Mr. Lo and DOES 1-25 are not entitled.

81. The unlawful, unfair and deceptive business practices of Bolin, Mr. Lo and DOES 1-25 as herein alleged constitute unfair competition and are an ongoing and continuing threat to BirdDog's business. As a direct and proximate result of these acts, Bolin, Mr. Lo and DOES 1-25 have been unjustly enriched, and in the future will continue to be unjustly enriched by, among other things, their use of BirdDog's funds for improper purposes, inducing BirdDog to pay money and enter into what Bolin, Mr. Lo and DOES 1-25 considered to be bogus agreements, knowingly withholding and intentionally failing to deliver products under agreements, and repudiating legal obligations without returning consideration paid.

82. BirdDog has been damaged in its money and property by Bolin's, Mr. Lo's and DOES 1-25's unlawful, unfair and deceptive conduct as alleged herein, and will continue to be damaged by their conduct until it is enjoined. BirdDog has been irreparably injured by such unlawful, unfair and deceptive conduct.

83. The Court should find that Defendants' actions violate California Business & Professions Code § 17200, *et seq.* and order such restitution, disgorgement and injunctive relief permitted by law, including without limitation a preliminary injunction and permanent injunction.

PRAYER FOR RELIEF

WHEREFORE, BirdDog prays for judgment against Defendants as follows:

A. That BirdDog recover damages, including direct, consequential, and incidental losses and lost profits, in an amount to be proved at trial in excess of \$3,060,883.10;

B. That Defendants be ordered to provide full restitution to BirdDog;

C. On its Fourth Claim for Relief, that BirdDog be awarded three times the amount of actual damages;

D. That Defendants be ordered to pay BirdDog's reasonable attorney's fees and costs of suit incurred herein;

E. That Defendants be ordered to pay BirdDog pre- and post-judgment interest on all damages, monetary or otherwise;

F. That Defendants be ordered to pay BirdDog punitive and exemplary damages in an amount according to proof in an amount sufficient to deter each Defendant from engaging in similar conduct against BirdDog or others and to deter Defendants, and each of them, from engaging in similar malicious, offensive and bad faith conduct in the future;

G. That BirdDog be awarded an amount equal to Defendants' unjust enrichment to the extent that such unjust enrichment is not reflected in the award of damages, and that a constructive trust in favor of BirdDog be imposed over Defendants' ill-gotten gains and profits;

H. For such equitable relief as is requested above, including without limitation a writ of attachment, seizure and permanent injunctive relief; and

I. That the Court award BirdDog such other and further relief as the Court deems just and proper.

JURY TRIAL DEMANDED

BirdDog demands a trial by jury on all issues so triable.

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Dated: November 7, 2023

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By: 

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